

Chicago Cosmetologists Association, Inc.
Digital Content Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____, hereby grant to Chicago Cosmetologists Association, Inc. and its respective parents, subsidiaries, licensees, successors, and assigns (“CCA”) the right to use, including but not limited to in connection with America’s Beauty Marketplace (the “Website”) and America’s Beauty Show (the “Tradeshow”) any of the materials which may include photographs, video and/or film footage, commercials, training materials, educational materials, art, exhibits, graphics, logos or any other objects, as well as any related names, trademarks, service marks, trade names, logos, copyrighted material and/or other materials that I have furnished to CCA (collectively, the “Materials”).

I further grant to CCA a royalty-free, non-exclusive, irrevocable, perpetual, worldwide, right to use and to reproduce, modify, display, distribute, perform, re-format, create derivative works of or otherwise commercially or non-commercially exploit in any manner the Materials; provided however that nothing in this Agreement will restrict CCA’s right to use the Materials to the extent such use is allowable without a license under Applicable Law.

I agree that CCA shall have the right to produce new content (“Digital Assets”) using the Materials, including the production of videos, audio, photographs, films, commercials, demonstrations, etc. and that CCA shall own all rights, including copyright, in the Digital Assets and the results and proceeds of such Digital Assets. All right, title and interest in and to the Digital Assets, including intellectual property rights, will at all times remain the exclusive property of CCA. CCA shall forever have the right to use, and license others to use and sublicense, the Digital Assets, in whole or in part, an unlimited number of times, in all languages, in any and all media (whether now known or hereafter devised) anywhere in the world, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, and any and all other types of exploitation of the Website or Tradeshow, CCA and any of its products, other programs, and services, or otherwise. CCA shall have the right to refer to the Digital Assets by their correct and/or their commonly recognized name(s). CCA shall have the right to edit the content and text of the Digital Assets in any manner or form and I waive any right to inspect or approve of any use of the Digital Assets.

I agree that CCA shall have the right to use the Digital Assets and the Materials on social media, including posting or sharing the Digital Assets and Materials on Facebook, Twitter, Instagram, Pinterest, TikTok, or any other social media platform.

I waive the right to seek injunctive relief that I may have in connection with this Digital Content Agreement. I hereby release, discharge, and hold harmless CCA from any and all claims, demands, or causes of action that I may have, including without limitation, claims based upon defamation or invasion of privacy, or any other matter arising from any use of the Materials. I represent and warrant that I have the right to enter into this Digital Content Agreement and that the permission of no other person is needed in order for me to grant the rights in this Digital Content Agreement to CCA. I further represent that CCA’s use of the Materials as permitted herein will not violate or infringe upon the rights of any third party, and that I have obtained all necessary releases for the Materials.

